

2. Within five (5) days of FCC approval of this Settlement Agreement, Hunt shall pay all of Desmond's legitimate and prudent expenses incurred by participating in this proceeding as evidenced by the attached Certification. Hunt shall escrow or provide a personal guarantee for the total expenses within ten days of receiving the itemization of expenses. In all other respects, the parties are responsible for their own expenses.

3. Each party agrees that it will interpose no objection to the proposals of the other party in this proceeding.

4. The parties shall take such further action and execute further documents as may be necessary to implement the provisions of this Agreement.

5. This Agreement shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns.

6. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.

7. This Agreement may be enforceable by specific performance.

8. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.



Thomas S. Desmond



Janice Hunt, President
Hunt Broadcasting, Inc.

7. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.

8. This Agreement may be enforceable by specific performance.

9. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.


Thomas S. Desmond


Janice Hunt, President
Hunt Broadcasting, Inc.

CERTIFICATION

I, Thomas S. Desmond, filed a rule making proposal to allot Channel 260A to Blue Ridge, Texas. I have entered into a Settlement Agreement with Hunt Broadcasting, Inc., whereby I agree to withdraw my proposal for Channel 260A at Blue Ridge, Texas, in exchange for my reasonable and prudent expenses totaling \$ TBD. An itemization of these expenses is attached. I certify that my proposal was not filed for the purpose of obtaining a settlement, and I have not received or been promised any money or other consideration in excess of my legitimate and prudent expenses.


I hereby certify that these statements are true, complete and correct and are made in good faith to the best of my knowledge and belief.


Thomas S. Desmond

5/24/96
Date

CERTIFICATION

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid or promised to pay to Thomas S. Desmond any consideration in excess of his legitimate and prudent expenses in exchange for the modification or withdrawal of his rule making proposal. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.



Janice Hunt, President
Hunt Broadcasting, Inc.

5-24-96
Date

SETTLEMENT AGREEMENT

This Agreement is made and entered into as of this 23rd day of May, 1996, between Greenville Broadcasting ("GB") and Hunt Broadcasting, Inc. and Cowboy Broadcasting, L.L.C. ("Hunt") in connection with MM Docket 96-10.

WHEREAS, Hunt has filed a rule making proposal requesting changes to the FM Table of Allotments for a number of FM stations;

WHEREAS, GB has filed a rule making proposal in this same proceeding to allot Channel 260C3 to Greenville, Texas; and

WHEREAS, the Hunt and GB rule making proposals are mutually exclusive; and

WHEREAS, the parties to this Agreement desire to resolve the mutual exclusivity in this proceeding;

NOW, THEREFORE in consideration of the mutual undertakings of the parties as set forth herein and intending to be legally bound, Hunt and GB agree as follows:

1. GB shall file a pleading in which it withdraws its interest in Channel 260C3 at Greenville, Texas.

2. Within five (5) days of FCC approval of this Settlement Agreement, Hunt shall pay by certified check all of GBs legitimate and prudent expenses incurred by participating in this proceeding in the amount described in the attached Certification. In all other respects, the parties are responsible for their own expenses.

3. Each party agrees that it will interpose no objection to the proposals of the other party in this proceeding.

4. The parties shall take such further action and execute further documents as may be necessary to implement the provisions of this Agreement.

5. This Agreement shall inure to the benefit of, and be binding upon the parties and their respective successors and assigns.

6. This Agreement constitutes the entire Agreement between the parties and may not be amended except by written amendment signed by both parties.


7. This Agreement may be enforceable by specific performance.

8. This Agreement may be executed in counterparts.

9. This Agreement may be executed in counterparts.

WHEREFORE, the parties have entered into this Agreement as evidenced by their respective signatures.

Greenville Broadcasting


Janice Hunt, President
Hunt Broadcasting, Inc.

CERTIFICATION

I, _____, as a _____ of Greenville Broadcasting, filed a rule making proposal to allot Channel 260C3 to Greenville, Texas. I have entered into a Settlement Agreement with Hunt Broadcasting, Inc. and Cowboy Broadcasting, L.L.C., whereby I agree to withdraw my proposal for Channel 260C3 at Greenville, Texas, in exchange for my reasonable and prudent expenses totaling \$_____. Statements in support of these expenses are attached. I certify that my proposal was not filed for the purpose of obtaining a settlement, and I have not received or been promised any money or other consideration in excess of my legitimate and prudent expenses.


I hereby certify that these statements are true, complete and correct and are made in good faith to the best of my knowledge and belief.

Greenville Broadcasting

Date

CERTIFICATION

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that I have not paid or promised to pay to Greenville Broadcasting any consideration in excess of its legitimate and prudent expenses in exchange for the withdrawal of its rule making proposal. I certify that this statement is true, complete and correct and is made in good faith to the best of my knowledge and belief.


Janice Hunt, President
Hunt Broadcasting, Inc.

5-24-96
Date

CERTIFICATE OF SERVICE

I, Veronica Abarre, a secretary in the law firm of Mullin, Rhyne, Emmons and Topel, P.C., do hereby certify that I have this 24th day of May, 1996, caused to be mailed by first class mail, postage prepaid, copies of the foregoing "JOINT REQUEST FOR SETTLEMENT" to the following:

* John A. Karousos
Chief, Allocations Branch
Mass Media Bureau
Federal Communications Commission
2000 M Street, N.W., 5th Floor
Room 536
Washington, D.C. 20554

* Pamela Blumenthal
Allocations Branch
Mass Media Bureau
Federal Communications Commission
2000 M Street, N.W., 5th Floor
Room 536
Washington, D.C. 20554

James P. Riley, Esq.
Anne Goodwin Crump
Fletcher, Heald & Hildreth, P.L.C.
1300 North 17th Street
Eleventh Floor
Rosslyn, Virginia 22209
(Counsel to Galen Gilbert)

* HAND DELIVERED

Cliff Boyd
Cowboy Broadcasting, L.L.C.
1110 S. Santa Fe Trail
Duncanville, TX 75137
KVMX(FM)

Roger R. Harris
Pontotoc County Broadcasting, Inc.
1019 N. Broadway
Ada, OK 74820
KADA-FM

Chipper Dean
Dean Broadcasting, Inc.
102 Southwood Road
Henderson, TX 75652
KGRI-FM

Carolyn Parish
Pennok Communications, Inc.
P.O. Box 592
Madill, OK 73446
KRXZ(FM)

Peter Gutmann
Pepper & Corazzini, L.L.P.
1776 K Street, N.W., #200
Washington, D.C. 20006
(Counsel to Oklahoma Sports Properties, Inc.)

Ted Haynes dba Community Broadcasting Network
Rt. 2, Box 267
Boyd, TX 76023
KBOC(FM)

Harold Cochran
HC-69, Box 11
Kingston, OK 73439
KDDQ(FM)

Jeffrey D. Southmayd
Southmayd & Miller
1220 19th Street, N.W., #400
Washington, D.C. 20036
(Counsel to Comanche Radio, L.L.C.)

Sam Curry
KMOO, Inc.
P.O. Box 628
Mineola, TX 75733
KMOO(FM)

Linda J. Eckard, Esq.
Mark Van Bergh, Esq.
Roberts & Eckard, P.C.
1150 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20036
(Counsel to Greenville Broadcasting).

John J. McVeigh, Esq.
Bernstein & McVeigh
1818 N Street, N.W.
Suite 700
Washington, D.C. 20036
(Counsel to Thomas S. Desmond)

Ashton R. Hardy, Esq.
Michael Lamers, Esq.
Hardy & Carey, L.L.P.
111 Veterans Memorial Boulevard
Suite 255
Metairie, LA 70005
(Counsel to Farmersville Radio Group)


Veronica Abarre